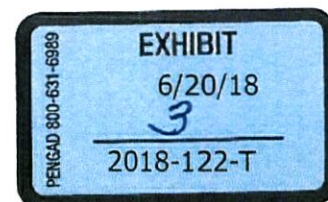


Gentle Giant Moving Company (NC), LLC
South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**



Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentle Giant Moving Company (NC), LLC ("Gentle Giant"). These services are furnished between points and places in the State of South Carolina.

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SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Gentle Giant office location, and the clock stops when the movers return back to the office once they have unloaded at the customers' new home.

Off-Season (October, November, December, January, February, March) Weekdays (Monday-Thursday)

One Mover	\$70/hour
Two Movers	\$110/hour
Three Movers	\$160/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

Off-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season (April, May, June, July, August, September) Weekdays (Monday-Thursday)

One Mover	\$85/hour
Two Movers	\$125/hour

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Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

1.2 Minimum Hourly Charges

Customers will be charged a three-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Gentle Giant will charge the applicable minimum.

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SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

SERVICE (Bulky Articles, Loading/Unloading Charges, Wgt. Additives)	PER	RATES
When a shipment includes bulky items as named below, the following additional loading and unloading charge or weight additive will apply: LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required (except for carrier convenience).		
AIRPLANES OR GLIDERS	Each	\$198.00
AUTOMOBILES, TRUCKS OR VANS	Each	\$139.35
FARM TRACTORS	Each	\$118.75
HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over 100 cu. ft	Each	\$137.75
MOTORCYCLES, TRACTORS, GO CARTS, & RIDING MOWERS under 25 H.P.	Each	\$79.15
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$79.15
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over	Each	\$129.10
TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL TERRAIN VEHICLES 110 cc and over	Each	\$118.75
TRAILERS (other than boat trailers)	Each	\$87.75
CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or pickup trucks)	Each	\$227.45
CAMPERS MOUNTED ON PICKUP TRUCKS (apply above charge for trucks)		
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-up, not dismantled, in excess of 100 cu. ft.)	Each	\$149.75
HOME GYM EQUIPMENT – ELECTRONIC STAIRSTEPPERS, TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND BOWFLEXES	Each	\$79.15
LARGE SCREEN TVs (over 40 inches)	Each	\$132.85
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	\$111.80

2.1.1 Right to Decline to Move Items

Company reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

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2.2 Piano, Organ, Pool Tables, or Laden Home Freezer Carry Charges

SERVICE (Piano, Organ, Pool Tables, Etc.)	PER	RATES
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER CARRY CHARGES:		
HANDLING CHARGE for pipe organs, all grand pianos, and all other pianos of 38 inches or more in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$82.65
HANDLING CHARGE for all other types of organs and all other pianos less than 38 inches in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$60.30
HANDLING CHARGE for any laden home freezer containing frozen foods (Charge is in addition to the flight carry charges).	Flat Charge	\$68.90
HANDLING CHARGE for pool tables with slate tops which are at least 42 inches in width, 84 inches in length, and weight more than 400 lbs. This charge does not include disassembling or reassembling by carrier. When such service is rendered by carrier, the Labor Charge in Item 4 will apply. (Charge is in addition to the flight carry charges)	Flat Charge	\$94.60
FLIGHT CARRY CHARGE-INSIDE A BLDG. OR HOUSE:		
First Flight (one floor or story to the next floor or story)	First Flight	\$24.75
Each additional flight	Flight	\$12.40
FLIGHT CARRY CHARGE-OUTSIDE A BLDG. OR HOUSE:		
First Flight (8 but not more than 20 steps)	First Flight	\$23.80
Each additional step over 20 steps	Step	\$0.50

2.3 Pick Up and Delivery

The Company does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.4 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

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2.6 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.7 Fuel Surcharge

On the first Monday of each calendar month, the "Central Atlantic Average" price of diesel fuel will be based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail on- Highway Diesel prices". This price will be obtained by calling the DOE fuel hotline at 202-586-6966 or via the DOE Internet website at www.eia.doe.gov.

Note 1: If the Central Atlantic fuel surcharge price per gallon exceeds \$.650, herein, the surcharge will be increased by an additional \$.50 for every \$.50, or fraction thereof, per gallon.

Note 2: Notwithstanding any other provisions for the tariff, the Fuel Surcharge Cost Adjustment Factor WILL APPLY to any charges/ trips applicable during the period that the Fuel Surcharge Cost Adjustment is in effect. It is at the discretion of the company to maintain a surcharge lower than the outline's calculation.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel- related revenue.

Note 4: The carrier shall explain fully the fuel surcharge to be assessed prior to the move or during the estimate process.

South Carolina Fuel Surcharge

Cost Per Gallon	Fuel Surcharge
\$2.50- \$2.75	\$5/Per Truck/Per Day
\$2.75- \$3.00	\$10/Per Truck/Per Day
\$3.00- \$3.25	\$15/Per Truck/Per Day
\$3.25- \$3.50	\$20/Per Truck/Per Day
\$3.50- \$3.75	\$25/Per Truck/Per Day
\$3.75- \$4.00	\$30/Per Truck/Per Day
\$4.00- \$4.25	\$35/Per Truck/Per Day
\$4.25- \$4.50	\$40/Per Truck/Per Day
\$4.50- \$4.75	\$45/Per Truck/Per Day
\$4.75- \$5.00	\$50/Per Truck/Per Day
\$5.00- \$5.25	\$55/Per Truck/Per Day
\$5.25- \$5.50	\$60/Per Truck/Per Day
\$5.50- \$5.75	\$65/Per Truck/Per Day
\$5.75- \$6.00	\$70/Per Truck/Per Day

2.8 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$150 per night/ per truck.

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2.9 Hotel Fee

For moves within South Carolina totaling more than 150 miles (calculated as the sum of the distance from the Gentle Giant Office to the origin of the move to the move destination and back to the Gentle Giant office), there will be a hotel fee of \$250 for two movers or \$275.00 for three movers per night.

2.10 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$150.

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SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Depreciated Value Coverage

This coverage allows the customer to declare the total depreciated value of the shipment. If items are lost, damaged, or destroyed the customer is reimbursed the depreciated value of the goods declared or \$0.60 per pound per article, whichever is greater. This coverage costs \$0.50 for every \$100.00 of declared depreciated shipment value.

3.1.3 Full Replacement Coverage

This coverage allows the customer to declare the total value of their shipment. If articles are lost, damaged, or destroyed the customer is reimbursed the full value of the goods declared or \$0.60 per pound per article, whichever is greater. The coverage costs \$0.75 per \$100.00 of the declared total value of the shipment.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, The Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

The Carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value.

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The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the Carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Where the carrier is directed to load property from (or render any services at) a place or places at which the consigner or its agent is not present, the property shall be at risk of the owner before loading.

The Carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value.

No loss or damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE (Made from Press board, particle board, engineered wood or ready to assemble)

Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

When a Shipper elects to ship an article as defined above, in no case shall the liability of the carrier exceed \$0.50 (fifty cents) per pound per article or \$60.00 (Sixty dollars) per article, whichever is greater.

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3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of the Company's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference.

Electronic format of the above mentioned documents will be an acceptable format for paperwork between the Carrier, Customer, Office of Regulatory Staff and Public Service Commission.

3.6 Delays

The Company shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

NCUC C-2406

UNIFORM HOUSEHOLD GOODS BILL OF LADING
GENTLE GIANT MOVING COMPANY (NC), LLC
3827 BARRINGER DRIVE
CHARLOTTE, NC 28217
704-523-0886

#BOL
CARRIER REFERENCE NO.
#781484



<p>SHIPPER: _____</p> <p>COMPANY: _____</p> <p>STREET ADDRESS: _____</p> <p>CITY & STATE: _____</p> <p>TELEPHONE: _____</p>	<p>CONSIGNEE: _____</p> <p>STREET ADDRESS: _____</p> <p>CITY & STATE: _____</p> <p>NOTIFY IN CASE OF DELAY _____ CHARGES _____</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE: _____</p> <p>BILL TO: _____</p> <p>ADDRESS: _____</p> <p>CITY & STATE: _____</p> <p>ATTN: _____ P.O. NO. _____</p>																																																																																																																																																																																																										
<p>AGREED LOAD DATE: _____</p> <p>PREFERRED DELIVERY DATE: _____</p> <p>I HAVE RECEIVED A COPY OF THE NCUC BROCHURE EXPLAINING MY RIGHTS.</p> <p>SHIPPER'S SIGNATURE: _____</p> <p>Exclusive Use of a _____ cu.ft. vehicle (Min. 1000 cu.ft.)</p> <p>Space Reservation of _____ cu.ft. (Min. 300 cu.ft.)</p> <p>Expedited Service of _____ miles</p> <p>Shipment Moving at _____ lbs.</p> <p>Actual Weight of _____ lbs.</p> <p>Signature of Shipper or Agent: _____</p> <p>NOTE: SHIPPER MUST INDICATE CHOICES MADE ON BOTH OF THE ITEMS SHOWN BELOW BY INITIALING ON THE APPROPRIATE LINE. (Estimates & Valuation)</p> <p>ESTIMATES: Shipper must initial the one option selected.</p> <p>_____ I did not request a written estimate on this shipment and understand that I will be required to pay charges shown on this contract.</p> <p>_____ I understand this shipment is moving under a binding estimate (guaranteed) or not-to-exceed and that I will be required to pay in accordance with that estimate.</p> <p>_____ I understand this shipment is moving under a nonbinding estimate and I will be required to pay charges shown on this contract.</p> <p>See attached "Estimated Cost of Services."</p> <p>VALUATION: Shipper must initial the one option selected.</p> <p>_____ Basic Value Protection. I release this shipment to a value of 60 cents per pound per article. This lower level of protection is provided at no additional cost beyond the base rate. However, it provides only minimal protection that is considerably less than the average value of household goods.</p> <p>_____ Full Value Protection. I release this shipment to a value of \$4.00 times actual weight in pounds of shipment on declared lump sum value of \$ _____. (Declared value must be at least \$4.00 per pound times weight of shipment.)</p> <p>See attached "Addendum to Uniform Household Goods Bill of Lading."</p>	<p>FOR ALL MOVES 35 MILES OR LESS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Time Move Started</td> <td colspan="4"></td> </tr> <tr> <td>Time Move Finished</td> <td colspan="4"></td> </tr> <tr> <td>Travel Time (1 Hour per 50 miles or fraction thereof)</td> <td>Men</td> <td>Hours</td> <td>Rate</td> <td>Charges</td> </tr> <tr> <td>Regular Hours</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Overtime Hours</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Full Value Protection</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Total Hourly Charges</td> <td></td> <td></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Description</th> <th>Quantity</th> <th>Rate</th> <th>Charges</th> </tr> <tr> <td>Dispatch or Barrel</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Carton</td> <td>1.5</td> <td></td> <td></td> </tr> <tr> <td></td> <td>3.0</td> <td></td> <td></td> </tr> <tr> <td></td> <td>4.5</td> <td></td> <td></td> </tr> <tr> <td></td> <td>6.0</td> <td></td> <td></td> </tr> <tr> <td></td> <td>6.5</td> <td></td> <td></td> </tr> <tr> <td>Wardrobes</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Crib Mattress</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Twin Mattress</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Double Mattress</td> <td></td> <td></td> <td></td> </tr> <tr> <td>King/Queen Mattress</td> <td></td> <td></td> <td></td> </tr> <tr> <td>King Single Mattress</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Corrugated ConL (Mirror & Picture)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Crates, minimum</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Crates cu.ft.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Grandfather Clock Canon</td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>ORIGINAL</th> <th>REWEIGH</th> <th>Total Packing Charges</th> </tr> <tr> <td>LBS. 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NET</td> <td></td> <td></td> </tr> <tr> <td colspan="2">BREAK POINT WT.</td> <td></td> </tr> <tr> <td>Tonn</td> <td>Sec</td> <td>Miles</td> </tr> <tr> <td>MRT</td> <td>3</td> <td></td> </tr> <tr> <td>Description</td> <td>Rate</td> <td>Charges</td> </tr> <tr> <td>Extra Pickup or Delivery:</td> <td></td> <td></td> </tr> <tr> <td>At:</td> <td></td> <td></td> </tr> <tr> <td>Excessive Distance Carry at Origin:</td> <td>IL</td> <td></td> </tr> <tr> <td>Excessive Distance Carry at Destination:</td> <td>IL</td> <td></td> </tr> <tr> <td>Flight Carry at Origin:</td> <td></td> <td></td> </tr> <tr> <td>Flight Carry at Destination:</td> <td></td> <td></td> </tr> <tr> <td>Appliance Service:</td> <td></td> <td></td> </tr> <tr> <td>Appliance Unservice:</td> <td></td> <td></td> </tr> <tr> <td>Piano Handling:</td> <td></td> <td></td> </tr> <tr> <td>Additional Labor:</td> <td></td> <td></td> </tr> <tr> <td>Bulky Articles:</td> <td></td> <td></td> </tr> <tr> <td>Packing Material Purchased by Shipper:</td> <td></td> <td></td> </tr> <tr> <td>Third Party Charges:</td> <td></td> <td></td> </tr> <tr> <td>Advanced Charges:</td> <td></td> <td></td> </tr> <tr> <td>Full Value Protection</td> <td></td> <td></td> </tr> <tr> <td>Storage-In-Transit</td> <td>Rate</td> <td>Charges</td> </tr> <tr> <td>Transportation To/From Warehouse</td> <td></td> <td></td> </tr> <tr> <td>Warehouse Handling</td> <td></td> <td></td> </tr> <tr> <td>Storage Point To No. days</td> <td></td> <td></td> </tr> <tr> <td>Extended Valuation- 25% of FVP Charge per mo.</td> <td></td> <td></td> </tr> <tr> <td>Payment Acknowledgment</td> <td></td> <td>Total Charges</td> </tr> <tr> <td>On nonbinding estimates 110% rule applies.</td> <td></td> <td></td> </tr> <tr> <td>See "Estimated Cost of Services"</td> <td></td> <td>Total</td> </tr> <tr> <td>Prepayment Received By</td> <td></td> <td>Prepayment</td> </tr> <tr> <td>Payment Received Destination By</td> <td></td> <td>Balance Due</td> </tr> </table>	Time Move Started					Time Move Finished					Travel Time (1 Hour per 50 miles or fraction thereof)	Men	Hours	Rate	Charges	Regular Hours					Overtime Hours					Full Value Protection					Total Hourly Charges					Description	Quantity	Rate	Charges	Dispatch or Barrel				Carton	1.5				3.0				4.5				6.0				6.5			Wardrobes				Crib Mattress				Twin Mattress				Double Mattress				King/Queen Mattress				King Single Mattress				Corrugated ConL (Mirror & Picture)				Crates, minimum				Crates cu.ft.				Grandfather Clock Canon				ORIGINAL	REWEIGH	Total Packing Charges	LBS. GROSS			LBS. TARE			LBS. NET			BREAK POINT WT.			Tonn	Sec	Miles	MRT	3		Description	Rate	Charges	Extra Pickup or Delivery:			At:			Excessive Distance Carry at Origin:	IL		Excessive Distance Carry at Destination:	IL		Flight Carry at Origin:			Flight Carry at Destination:			Appliance Service:			Appliance Unservice:			Piano Handling:			Additional Labor:			Bulky Articles:			Packing Material Purchased by Shipper:			Third Party Charges:			Advanced Charges:			Full Value Protection			Storage-In-Transit	Rate	Charges	Transportation To/From Warehouse			Warehouse Handling			Storage Point To No. days			Extended Valuation- 25% of FVP Charge per mo.			Payment Acknowledgment		Total Charges	On nonbinding estimates 110% rule applies.			See "Estimated Cost of Services"		Total	Prepayment Received By		Prepayment	Payment Received Destination By		Balance Due
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QUESTIONS ABOUT THIS FORM OR YOUR MOVE?
Call the NCUC-Public Staff's Transportation Division
at 919-733-7766

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all the rules, regulations, rates, and charges in Maximum Rate Tariff No. 1 on file with the North Carolina Utilities Commission including, but not limited to, the following terms and conditions:

SECTION 1. The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering combating or defending against an actual, impending, or expected attack: (A) by any government or sovereign power or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any government, power, authority, or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, (4) seizure or destruction under quarantine or customs regulations, (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding \$.60 per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to \$.60 per pound per article; or
- (2) Replacement value of the lost or damaged item beyond repair provided that shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon the acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with the applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of either party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) Shipper and/or consignor acknowledge that no explosives and/or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein. SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice of United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing caring for, and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury, or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.